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RECORDATION NO. 8121-N
FILED 1425

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INTERSTATE COMMERCE COMMISSION
0-274A056

660.00

RECORDATION NO. 8121-J
FILED 1425

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INTERSTATE COMMERCE COMMISSION

September 28, 1990

Via Federal Express

Honorable Noretta R. McGee
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 8121-J
FILED 1425

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INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

On behalf of GATX/GLC Leasing Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following documents, all of which have not previously been recorded:

- (a) three (3) executed counterparts of a document entitled "Statement of Satisfaction and Release" dated as of September 30, 1990;
- (b) three (3) executed counterparts of a document entitled "Nominee Reconveyance Agreement" dated as of September 30, 1990;
- (c) three (3) executed counterparts of a document entitled "Lease Termination Agreement #2" dated as of September 30, 1990; and
- (d) three (3) executed counterparts of a document entitled "Memorandum of Lease of Railroad Equipment #2" dated as of September 30, 1990.

Each of the above-described documents should be included as part of the filing recorded on November 17, 1975, Recordation No. 8121, as the next available numbers being 8121-D, 8121-E, 8121-F and 8121-G.

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The executing parties to the Statement of Satisfaction and Release ("Release") are:

Mellon Bank N.A., Trustee - Trustee
Corporate Trust Department
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258-0001

GSCX Equipment Corporation - GSCX
c/o Mellon Bank N.A.
Corporation Trust Department
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258-0001

The Release states, among other things, that the obligations secured by the Equipment Trust and Security Agreement (Recordation Number 8121) and the Collateral Assignment (Recordation number 8121-C) have been fully satisfied. It also states that the security interest in the Equipment described in such Release which was created pursuant to the above-described Equipment Trust and Security Agreement and Collateral Assignment is released.

The Equipment covered by the Release consists of one hundred (100) one-ton triple hopper cars bearing identifying numbers GSCX 12000 to GSCX 12099 (both inclusive).

The Release should be filed as a secondary document to the above-referenced Equipment Trust and Security Agreement. A short summary of the Release to appear in the ICC index is as follows:

Releases recorded liens under Recordation Number 8121 ("Equipment Trust and Security Agreement") and Recordation Number 8121-C ("Collateral Assignment"). Covers one hundred (100) 100-ton triple hopper cars, road numbers GSCX 12000 to GSCX 12099 (both inclusive).

The executing parties to the enclosed Nominee Reconveyance Agreement ("Reconveyance Agreement") are:

GSCX Second Equipment Corporation - Nominee
c/o Mellon Bank N.A.
Corporation Trust Department
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258-0001

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GATX/GLC Leasing Corporation - Owner
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Reconveyance Agreement states, among other things, that Greenville Leasing Company, a party of record with regard to the above-described filing, has changed its name to GATX/GLC Leasing Company.

The Reconveyance Agreement also provides for the sale, conveyance and assignment from Nominee to Owner of all of Nominee's right, title and interest in the Equipment described therein, the Lease of Equipment between Nominee and Cleveland Electric & Illuminating Company ("Lease") dated November, 1 1975 and recorded with the Interstate Commerce Commission November 17, 1975 in Recordation No. 8121-A.

The Equipment covered is one hundred (100) 100-ton triple hopper cars, road numbers GSCX 12000 to GSCX 12099 (both inclusive).

The Reconveyance Agreement should be filed as a secondary document to the above-referenced Equipment Trust and Security Agreement. A short summary of the Reconveyance Agreement to appear in the ICC Index is as follows:

"Nominee Reconveyance Agreement relating to one hundred (100) triple hopper cars bearing road numbers GSCX 12000 to 12099 (both inclusive)."

The executing parties to the enclosed "Lease Termination Agreement #2" are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX/GLC Leasing Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Lease Termination Agreement terminates the Lease of Equipment between Nominee and Cleveland Electric & Illuminating Company ("Lease") dated November 1, 1975 and recorded with the Interstate Commerce Commission on November 17, 1975 in Recordation No. 8121-A.

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The Equipment covered by the Lease Termination Agreement is listed in Exhibit A thereto.

The Lease Termination Agreement should be filed as a secondary document to the above-referenced Equipment Trust and Security Agreement. A short summary of the Lease Termination Agreement to appear in the ICC records as follows:

"Covers one hundred (100) 100-ton triple hopper cars, road numbers GSCX 12000 to GSCX 12099 (both inclusive)."

The executing parties to the Memorandum of Lease of Railroad Equipment #2 ("Memorandum of Lease") are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX/GLC Leasing Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Memorandum of Lease provides record notice of a Lease Agreement #2 dated as of September 30, 1990 between Lessor and Lessee.

The Equipment covered by the Memorandum of Lease consists of one hundred (100) 100-ton triple hopper cars bearing identifying numbers GSCX 12000 to GSCX 12099 (both inclusive).

The Memorandum of Lease should be filed as a secondary document to the above-referenced Equipment Trust Agreement. A short summary of the Memorandum of Lease to appear in the ICC index is as follows:

"Covers one hundred (100) 100-ton triple hopper cars road numbers GSCX 12000 to GSCX 12099 (both inclusive)."


Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

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The undersigned certifies that he is acting as special counsel to GATX/GLC Leasing Corporation for purposes of this filing and that he has knowledge of the matters set forth in the above-described documents.

Enclosed are four checks in the amount of fifteen dollars (\$15.00) each in payment of the filing fee. Once the filing fee has been made, please return to the undersigned the stamped counterparts of the Statement of Satisfaction and Release, Nominee Reconveyance Agreement, Lease Termination Agreement #2, and Memorandum of Lease of Railroad Equipment #2, not needed for your files, together with the fee receipt, the letter from the ICC acknowledging filing and the two extra copies of this transmittal letter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Edward J. Wes, Jr.", written in a cursive style.

Edward J. Wes, Jr.

EJW:mem
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/2/90

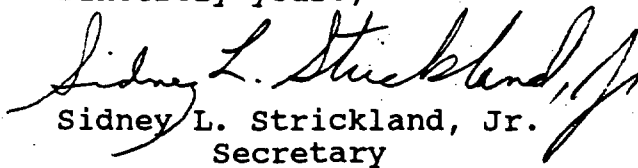
OFFICE OF THE SECRETARY

Edward J. Wes, Jr.
Manwell & Wes
Citicorp Center
One Sansome Street 14th FL.
San Francisco, California 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/1/90 at 3:35pm, and assigned recordation number(s). 8121-G, 8121-H, 8121-I & 8121-J

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

8/21/92
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INTERSTATE COMMERCE COMMISSION

NOMINEE RECONVEYANCE AGREEMENT

THIS NOMINEE RECONVEYANCE AGREEMENT (the "Agreement") is entered into as of September 30, 1990 between GSCX SECOND EQUIPMENT CORPORATION, an Ohio corporation (the "Nominee") and GATX/GLC LEASING CORPORATION, a Delaware corporation (the "Owner").

WHEREAS, the Nominee has previously entered into the following:

(i) a Lease of Equipment dated as of November 1, 1975 (the "Lease"), with The Cleveland Electric Illuminating Company (the "Lessee"), providing for the lease of one hundred 100-ton Triple Hopper Cars, bearing Road Nos. GSCX 12000 to 12099 (the "Equipment"), to the Lessee;

(ii) a Purchase Agreement dated as of November 1, 1975, with certain institutional investors (the "Purchase Agreement"); providing for the sale and purchase of equipment trust certificates;

(iii) an Equipment Trust and Security Agreement dated as of November 1, 1975 (the "Equipment Trust Agreement"), with Mellon Bank, N.A., as Trustee (the "Trustee"); and

(iv) a Collateral Assignment of Lease and Agreement dated as of November 1, 1975 (the "Collateral Assignment"), with the Trustee, providing security for the obligations of the Nominee under the Equipment Trust Agreement.

WHEREAS, the Nominee and Greenville Steel Car Company ("GSCC") have previously entered into the following:

(i) an Assignment and Agreement dated as of November 1, 1975 (the "Prior Assignment"), pursuant to the terms of which the ownership of the entire interest of the Nominee in and to the Equipment and in and to the Lease, the Purchase Agreement, the Equipment Trust Agreement, and the Collateral Assignment, all insofar as they relate to the Equipment, would be assigned, transferred, set over and confirmed unto the GSCC, subject, however, to the rights and remedies of the Trustee under the Equipment Trust Agreement and the Collateral Assignment;

(ii) a confirmatory Assignment and Agreement (the "Confirmatory Assignment") pursuant to which Nominee acknowledged that the transactions contemplated by the Purchase Agreement, the Equipment Trust Agreement and the Collateral Assignment have been completed;

(iii) a Nominee Agreement dated as of November 1, 1975 (the "Nominee Agreement") providing, among other things:

(aa) that the Nominee, in taking title to the Equipment, in leasing the Equipment pursuant to the Lease and in executing the Purchase Agreement, the Equipment Trust Agreement, and the Collateral Assignment would act solely as nominee for GSCC;

(bb) that all right, title and interest of the Nominee in and to the Lease, the Purchase Agreement, the Equipment Trust Agreement and the Collateral Assignment, all insofar as they relate to the Equipment, would, upon their execution and delivery be, and would continue to be, held by the Nominee as nominee for GSCC;

(cc) that all the right, title and interest of the Nominee in and to the Equipment would be taken and held by the Nominee as nominee for GSCC; and

(dd) that all rents, profits and other income and receipts which may be received by the Nominee pursuant to the Lease with respect to the Equipment shall at all times be the property of and belong to GSCC;

WHEREAS, pursuant to an Assignment and Agreement dated as of December 31, 1980, GSCC sold and assigned to Greenville Leasing Company all of GSCC's right, title and interest in the Equipment, the Prior Assignment, the Nominee Agreement and the Confirmatory Assignment;

WHEREAS, "Greenville Leasing Company" is Owner's former name and Greenville Leasing Company and Owner are one and the same company; and

WHEREAS, the obligations secured by the Equipment Trust Agreement and the Collateral Assignment have been fully performed and the Trustee and the Nominee have entered into a Statement of Satisfaction and Release evidencing the satisfaction of said obligations and the release of the liens of the Equipment Trust Agreement and the Collateral Assignment;

NOW, THEREFORE, Nominee and Owner agree as follows:

1. Reconveyance of Interests of Nominee.

For good and valuable consideration, receipt of which is hereby acknowledged, Nominee does hereby sell, convey and assign to Owner all of Nominee's right, title and interest in the Equipment, the Lease, the Purchase Agreement, the Equipment Trust Agreement, the Collateral Assignment, the Prior Assignment and the Confirmatory Assignment and the Statement of Satisfaction and Release.

2. Assumption of Obligations under the Lease.

Owner hereby assumes the obligations of the Nominee under the Lease as if Owner were the original party thereto. Owner hereby further assumes the obligations, if any, of Nominee under the Purchase Agreement, the Prior Assignment, the Confirmatory Assignment and the Statement of Satisfaction and Release. Owner and Nominee acknowledge that neither knows of any obligations which have not been performed by Nominee under the agreements described in the foregoing sentence.

3. Miscellaneous.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first above written.

**GSCX SECOND EQUIPMENT
CORPORATION**

By 

Title Treasurer

GATX/GLC LEASING CORPORATION

By 

Title Vice President

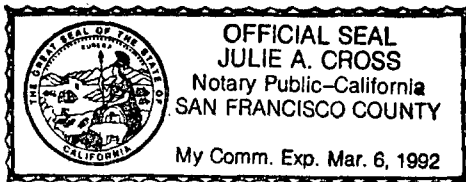
STATE OF CALIFORNIA)

CITY AND COUNTY OF SAN FRANCISCO)

SS

On September 28 —, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared John B. West, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument as the Vice President of GATX/GLC LEASING CORPORATION, or on behalf of the corporation herein named, and acknowledged to me that the corporation executed this instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Notarial Seal]

My Commission expires

Julie A. Cross
Notary Public in and for Said State

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS

On this 27th day of ^{September} 1990, before me personally appeared J.G. Robinson, to me personally known, who, being by me duly sworn, says that he is Treasurer of GSCX SECOND EQUIPMENT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Laura A. Moorehead
Notary Public

[Notarial Seal]

My Commission expires

